



**Amendment No. 3
of
Contract No. NS180000008
fo
Subscription for Acid Remap
between
Oded Wurman dba Acid Remap LLC
and
The City of Austin**

1.0 The Contract is hereby amended as follows: Change name to Acid Remap LLC as requested and documented by the vendor:

	From	To
Vendor Name	Oded Wurman dba Acid Remap LLC	Acid Remap LLC
Vendor Code (for City use only)	V00000904923	V00000965716
Vendor Federal Tax ID (FEIN)	[REDACTED]	[REDACTED]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 3 is hereby incorporated into and made a part of the Contract.



Cindy Reyes
Contract Management Specialist III
City of Austin, Purchasing Office



Date



Amendment No. 2
to
Contract No. MA 5600 NS18000008
for
Subscription for Acid Remap
between
Oded Wurman dba Acid Remap LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective February 01, 2020 to January 31, 2021. Two options will remain.
- 2.0 The total contract amount is increased by \$3,750 by this extension period. The total contract history is recapped below:

Action	Action Amount	Cumulative Contract Amount
Initial Term: 02/01/2018 – 01/31/2019	\$3,750.00	\$3,750.00
Amendment No. 1: Option 1 – Extension 02/01/2019 – 01/31/2020	\$3,750.00	\$7,500.00
Amendment No. 2: Option 2 – Extension 02/01/2020 – 01/31/2021	\$3,750.00	\$11,250.00

- 3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:  1/3/20

Printed Name: Oded Wurman
Authorized Representative
Oded Wurman dba Acid Remap LLC
560A Missouri Street
San Francisco, California 94107
oded@acidremap.com
415-967-2243

Sign/Date: 

Jim Howard
Procurement Manager
Purchasing Office - Austin Energy
123 West 8th Street
Austin, Texas 78701



Amendment No. 1
to
Contract No. 5600 NS18000008
for
Subscription for Acid Remap
between
Oded Wurman dba: Acid Remap LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 01, 2019, through January 31, 2020. Three (12 month) options will remain.
- 2.0 The total contract amount is increased by \$3,750.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/01/2018 – 01/31/2019	\$3,750.00	\$3,750.00
Amendment No. 1: Option 1 – Extension 02/01/2019 – 01/31/2020	\$3,750.00	\$7,500.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: _____
Printed Name: _____
Authorized Representative

Oded Wurman dba: Acid Remap LLC
560A Missouri Street
San Francisco, CA 94107

Sign/Date: Bartley Tyler 12/13/18
Printed Name: Bartley Tyler
Authorized Representative

Sign/Date: [Signature] 12/13/18
Printed Name: JAMES T. HOWARD

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

10/19/2017

Oded Wurman dba: Acid Remap LLC
Oded Wurman
560A Missouri Street
San Francisco, CA 94107

Dear Mr. Wurman:

The City of Austin approved the execution of a contract with Oded Wurman dba: Acid Remap LLC in accordance with the referenced master agreement.

Responsible Department:	Emergency Medical Services
Department Contact Person:	William Alderete
Department Contact Email Address:	william.alderete@austintexas.gov
Department Contact Telephone:	512-978-0485
Project Name:	Subscription for Acid Remap
Contractor Name:	Oded Wurman dba: Acid Remap LLC
Contract Number:	MA 5600 NS180000008
Contract Period:	02/01/2018 – 01/31/2019
Extension Options:	Four (12) month Extension Options
Dollar Amount:	\$3,750.00
Agenda Item Number:	
Council Approval Date:	

A copy of the contract/purchase order will be forwarded via email.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Bartley Tyler
Procurement Specialist I
City of Austin Purchasing Office
Finance and Administrative
Service Department

CONTRACT BETWEEN THE CITY OF AUSTIN
And
Oded Wurman dba: Acid Remap LLC
For
Subscription For Acid Remap

This Contract is between Oded Wurman dba: Acid Remap LLC . having offices at 560A Missouri Street, San Francisco, CA 94107 and the City, a home-rule municipality incorporated by the State of Texas.

1.1 **This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 Exhibit A, Supplemental Terms
- 1.1.3 Exhibit B, Subscription Agreement
- 1.1.4 Exhibit C, Non-Discrimination Certification

1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 Supplemental Terms as referenced in Section 1.1.2
- 1.2.3 The Contractor's Subscription Agreement 1.1.3,

1.3 **Quantity.** Quantity of goods or services as described in Exhibit B.

1.4 **Term of Contract.** The Contract shall be in effect beginning February 1, 2018 for an initial term of 12 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

1.5 **Compensation.** The Contractor shall be paid a total not-to-exceed amount of \$3,750.00 for the initial term, \$3,750.00 for the first extension, \$3,750.00 for the second extension, \$3,750.00 for the third extension, and \$3,750.00 for the fourth extension, for a total estimated contract amount not to exceed \$18,750.00.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Oded Wurman dba: Acid Remap LLC

CITY OF AUSTIN

Oded Wurman

Printed Name of Authorized Person

Bartley Tyler

Printed Name of Authorized Person



Signature

Bartley Tyler

Signature

Managing Member

Title:

Procurement Specialist I

Title:

October 18, 2017

Date:

10/19/17

Date:

Exhibit Listing

- Exhibit A Supplemental Terms
- Exhibit B Subscription Agreement
- Exhibit C Non Discrimination Certification

Exhibit A
Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Oded Wurman, Email: oded@acidremap.com, Phone: 415-967-2243 The City's Contract Manager for the engagement shall be William Alderete; Email: chad.paine@austintexas.gov Phone: 512-404-4098.

2. **Invoices.**

Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Email Address	CTMAPInvoices@austintexas.gov
Address:	PO Box 1088
City, State, Zip Code	Austin, TX 78767

3. **Travel Expenses.** Travel expenses are not authorized under this Contract.

4. **Equal Opportunity**

4.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

4.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Right To Audit**

5.1.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

5.1.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

Schedule A

Description of product or service	Period	Fee (USD)
Distribution and updates of the Austin-Travis County EMS protocols in a free-for-providers custom-branded ATCEMS-only mobile app, derived from Paramedic Protocol Provider, on the Apple App Store and Google Play for a term of 5 year(s), and for an agency of up to unlimited staff.	2/1/18-1/31/19	\$3,750
Renewal.	2/1/19-1/31/20	\$3,750
Renewal.	2/1/20-1/31/21	\$3,750
Renewal.	2/1/21-1/31/22	\$3,750
Renewal.	2/1/22-1/31/23	\$3,750
Total contract amount (over 5 years)		\$18,750

Exhibit C
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment

advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 18th day of October, 2017

CONTRACTOR _____ Oded Wurman for Acid Remap LLC

Authorized Signature _____ 

Title _____ Managing Member

Schedule A

Description of product or service	Period	Fee (USD)
Distribution and updates of the Austin-Travis County EMS protocols in a free-for-providers custom-branded ATCEMS-only mobile app, derived from Paramedic Protocol Provider, on the Apple App Store and Google Play for a term of 5 year(s), and for an agency of up to unlimited staff.	2/1/18-1/31/19	\$3,750
Renewal.	2/1/19-1/31/20	\$3,750
Renewal.	2/1/20-1/31/21	\$3,750
Renewal.	2/1/21-1/31/22	\$3,750
Renewal.	2/1/22-1/31/23	\$3,750
Total contract amount (over 5 years)		\$18,750



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 09/12/2017

DEPT: Emergency Medical Services

TO: Purchasing Officer or Designee

FROM: Terésa Gardner, Assistant Chief

BUYER: Xoomsai, Sai (Purcell)

PHONE: (512) 972-7200

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- a procurement necessary to preserve or protect the public health or safety of municipality's residents
- a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- a procurement for personal, professional, or planning services
- a procurement for work that is performed and paid for by the day as the work progresses
- a purchase of land or right-of-way
- a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

- equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
- a purchase of rare books, papers, and other library materials for a public library
- paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- services performed by blind or severely disabled persons
- goods purchased by a municipality for subsequent retail sale by the municipality
- electricity
- advertising, other than legal notices
- Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

Acid Remap LLC provides Enterprise licenses of custom software based on Paramedic Protocol Provider's platform. This platform uses a unique development model that allows for fast and cost-effective creation and maintenance of custom department branded EMS applications. Acid Remap's applications are the predominant EMS protocol apps on the market and are developed for iOS and Android. Acid Remap is the sole source vendor of Paramedic Protocol Provider and derived apps. No other vendors provide such a quick-turnaround model with comparable cost, breadth of supported protocols and level of customer service. Paramedic Protocol Provider is copyrighted software which precludes any competitors from legally distributing it.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

A mature code base with over five years of expert development. Available on iOS 9.0+ and Android 4.1+ Over 100,000 individual users; Over 400 distinct sets of provincial, state, county and department-level protocols; over 130 premium agency clients. Over 65 agency-customized apps, the largest of whom include: Acadian Ambulance Service (LA), Nova Scotia EHS (NS, Canada) Houston Fire Department (TX), Memphis Fire Department (TN), Tulsa Fire Department. Austin-Travis County EMS has used this application since 2014; the application meets ATCEMS field requirements to access standards of care for emergency patient care, while offering the best return on investment.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with ODED WURMAN ALIAS: ACID REMAP LLC which will cost approximately \$ 18,750.00 (Provide estimate and/or breakdown of cost).

Recommended Certification Tarion Gardner 9-15-17
 Originator Date

Approved Certification Kerry Tang 9/18/17
 Department Director or designee Date

Assistant City Manager / General Manager Date
 or designee (if applicable)

Purchasing Review (if applicable) Batey J 10/19/17
 Buyer Date Manager Initials

Exemption Authorized (if applicable) _____
 Purchasing Officer or designee Date

02/26/2013



Acid Remap LLC
560A Missouri Street
San Francisco, CA 94107

Acid Remap LLC provides Enterprise licenses of custom software based on Paramedic Protocol Provider's platform. This platform uses a unique development model that allows for fast and cost-effective creation and maintenance of custom department-branded EMS apps. Acid Remap's apps are the predominant EMS protocol apps on the market and are developed for iOS and Android, the most popular mobile operating systems.

Acid Remap currently has:

- A mature code base with over five years of expert development
- Available on iOS 9.0+ and Android 4.1+
- Over 100,000 individual users
- Over 400 distinct sets of provincial, state, county and department-level protocols
- Over 130 premium agency clients
- Over 65 agency-customized apps, the largest of whom include:
 - Acadian Ambulance Service (LA)
 - Nova Scotia EHS (NS, Canada)
 - Austin-Travis County EMS (TX)
 - Houston Fire Department (TX)
 - Memphis Fire Department (TN)
 - Tulsa Fire Department (OK)
 - Johnson county (KS)
 - King county (WA)
 - San Francisco EMS (CA)
- The top rank of any protocol app on the Google Play Market or the Apple App Store

Acid Remap is the sole source vendor of Paramedic Protocol Provider and derived apps. No other vendors provide such a quick-turnaround model with comparable cost, breadth of supported protocols and level of customer service. Paramedic Protocol Provider is copyrighted software which precludes any competitors from legally distributing it.

Oded Wurman
Managing Member